

AG Contract No. KR02-1106TRN
ADOT ECS File: JPA 02-71
Project No. HRF-CCN-0-769
TRACS No. HF069 01C & 02C
Section: Silver Saddle Rd., Phases 1 & 2
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY

THIS AGREEMENT is entered into 11th November, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCONINO COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Sections 28-401 and 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$892,000.00 Highway User Revenue Funds (HURF) in FY 2003 and \$188,000.00 in FY 2004 to the County for the construction of improvements to Silver Saddle Road, Phases 1 & 2, and such funds will be repaid to the State by withholding from the Flagstaff Metropolitan Planning Organization (FMPO) federal funds and the obligation authority for federal funds in the amount of \$1,088,730.00 in FY 2003 and \$229,463.00 in FY 2004.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25605
Filed with the Secretary of State
Date Filed: 11/05/02
Petrey Bayless
Secretary of State
By: William J. Graenewald

II. SCOPE OF WORK

1. The County will:

- a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.
- b. Call for bids and award one or more construction contracts for the project. Administer same, and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.
- c. Invoice the State for thirty percent of the Phase I project construction cost, at the start of construction.
- d. Invoice the State for thirty percent of the Phase I project cost, at the thirty percent and sixty percent project completion stages.
- e. Upon Phase I completion, approve and accept the project as complete and provide maintenance. Provide the State's (Local Government Section) with a letter documenting the notice of the approval and acceptance of the project.
- f. Invoice the State for the remaining ten percent of the Phase I project cost at the one hundred percent project completion stage after the County, FMPO, and the State representatives have competed final project review.
- g. Invoice the State for thirty percent of the Phase II project construction cost, at the start of construction.
- h. Invoice the State for thirty percent of the Phase II project cost, at the thirty percent and sixty percent project completion stages.
- i. Upon Phase II completion, approve and accept the project as complete and provide maintenance. Provide the State's (Local Government Section) with a letter documenting the notice of the approval and acceptance of the project.
- j. Invoice the State for the remaining ten percent of the Phase II project cost at the one hundred percent project completion stage after the County, FMPO, and the State representatives have competed final project review.

2. The State will:

- a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II, 1c., d., f., g., h. and i. above.
- b. Withhold from FMPO, federal funds and the obligation authority of federal funds \$1,088,730.00 in Fiscal Year 2003 and \$229463.00 in Fiscal Year 2004 for construction.

MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said project; provided, however, this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the advertisement of a construction contract, upon thirty (30) days written notice to the other party.

3. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 121518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424

Coconino County
County Manager
219 E. Cherry Street
Flagstaff, AZ 86001

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

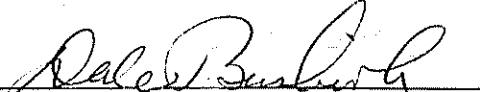
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCONINO COUNTY

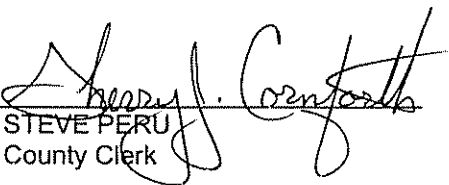
STATE OF ARIZONA

Department of Transportation

By 
ELIZABETH ARCHULETA
Chairman of the Board

By 
DALE BUSKIRK, Acting Division Director
Transportation Planning Division

ATTEST

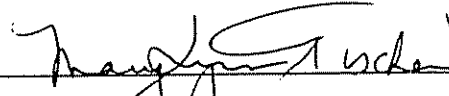
By 
STEVE PERU
County Clerk

JPA 02-071

RESOLUTION

BE IT RESOLVED on this 28th day of June, 2002, that I, the undersigned MARY LYNN TISCHER, Director of the Transportation Planning Division, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Coconino County, for the purpose of the exchange of \$892,000.00 Highway User Revenue Funds (HURF) in Fiscal Year 2003 and \$188,000.00 in fiscal Year 2004, to the County for the construction of improvements to Silver Saddle Rd., for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to Transportation Planning Division Director, for approval and execution.



MARY LYNN TISCHER, Director
Transportation Planning Division

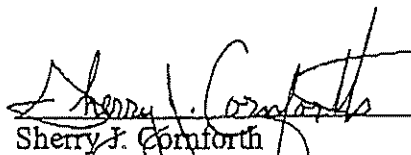


I, Sherry J. Cornforth, Deputy Clerk of the Coconino County Board of Supervisors do hereby certify that the following is a true and correct excerpt of the Regular Meeting minutes from the Tuesday September 03, 2002 Board of Supervisors meeting:

CONSENT AGENDA:

13. Approve an Intergovernmental Agreement between Coconino County and the State of Arizona through the Department of Transportation for HURF Exchange funds for Silver Saddle Road. **Public Works**

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of the Board of Supervisors this 3rd day of September 2002.



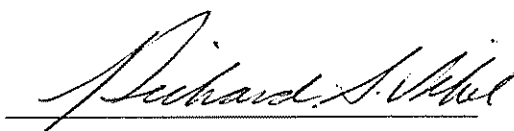
Sherry J. Cornforth
Deputy Clerk of the Board
Coconino County Board of Supervisors

JPA 02-71

APPROVAL OF COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30th day of AUGUST, 2002.



Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
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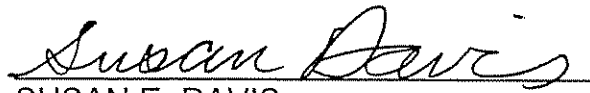
INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1106 TRN (JPA 02-71), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 28, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.